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Approved For Release 2002/06/17 : CIA-RDP78B04747A00024000600014-5

APRIC/PDS

NEGOTIATED CONTRACT

CONTRACT/TASK ORDER NO.

Contract

25X1

25X1

CONTRACT FOR

Development of [redacted] Air Bearing Wide Film Processor

25X1

MAIL INVOICES TO

25X1

ISSUING OFFICE

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

ILLEGIB

Declass Review by  
NIMA/DOD

This negotiated contract is entered into pursuant to Statutory Authority and any required determination and findings have been made.

THIS CONTRACT is entered into as of 30 June, 1965, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract and [redacted]

25X1

(i) a corporation organized and existing under the laws of the State of [redacted]

25X1

(ii) a partnership consisting of \_\_\_\_\_

(iii) an individual trading as \_\_\_\_\_

hereinafter called the Contractor. The parties hereto agree that the Contractor shall furnish and deliver all the supplies and perform all the services set forth in the attached Schedule, for the consideration stated therein.

### NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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SCOPE OF WORK:

The Contractor shall conduct hereunder a two phase program. Phase I shall consist of the Design, Study, and Construction of at least one bread-board model which shall sufficiently establish working parameters for a prototype model. Upon the written authorization of the Contracting Officer, and under no circumstances prior to receipt of said authorization, the Contractor shall perform Phase II hereunder, which shall consist of the manufacture of a [ ] prototype. All work to be performed hereunder shall be in accordance with the Contractor's proposal entitled [ ] Technical Proposal [ ] Wide-Film Processor" dated February 1965. Said Proposal is incorporated herein by reference and made a part hereof.

DELIVERABLE ITEMS:

1. One (1) Each, Prototype [ ] Wide Film Processor
2. Monthly Progress Reports - Five (5) Each. These reports shall summarize the financial, technical and administrative status of this Contract. The financial portion shall accurately reflect charges incurred during the reported period and forecasts for anticipated expenditures for the next month.
3. Phase I - Five (5) Copies Each, Final Report
4. Phase II - Five (5) Copies Each, Final Report

CONSIGNEE ADDRESS:

Four (4) Each of Items 2, 3, & 4 shall be forwarded directly to the Technical Representative of the Contracting Officer.

One (1) Each of Items 2, 3, & 4 shall be forwarded directly to the Contracting Officer.

Item 1 shall be shipped to the following address:

[ ]

[ ]

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**STATEMENT OF COST & RIGHT TO AUDIT:**

In support of each invoice for Progress Payments, and upon completion of work required hereunder, the Contractor shall deliver to the Contracting Officer, a certified detailed statement of the applicable costs experienced by the Contractor in connection with this Contract. Furthermore, the Contractor shall maintain separate costs for Phase I and Phase II so that costs attributable to each Phase are easily discernable. The Government shall be provided access to the Contractor's Records to the extent necessary to review these costs and cost statements, if so desired.

**PERIOD OF PERFORMANCE:**

The period of performance for this Contract is 30 June 1965 through 30 August 1966.

PHASE I shall be performed during the period 30 June 1965 through 1 March 1966.

PHASE II shall be performed during the period 1 March 1966 through 30 August 1966.

30 Jan 67

28 Apr 67

1 March 69

Rec'd 14 May 69

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(SCHEDULE)

Contract/T  
Contract

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REPORTS

A Final Report, manuals, drawings and similar data as may be required under this Task Order, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in the Scope of Work Article of this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Project Engineer in accordance with the engineer's instructions. A copy of the Progress Report should be mailed directly to the Contracting Officer.

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Name of Contractor

25X1

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CONTRACT NO.

(SIGNATURES)

25X1

The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

**CONTRACTOR REPRESENTS** (Check appropriate boxes)

(1) (a) That it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

By

[Signature Box]

25X1

WITNESSES

By

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

(TITLE)

(ADDRESS)

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

SIGNATURE (Corporate Seal)

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